

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of July 13, 2000

by and between

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,
d/b/a
BELL ATLANTIC - MAINE**

and

CRC COMMUNICATIONS OF MAINE, INC.

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 13th day of July, 2000 (the "Effective Date"), by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine ("BA"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and CRC Communications of Maine, Inc. ("CRC"), a Delaware corporation with offices at 15 Shaker Road, Gray, ME 04039 (each individually, a "Party" and, collectively, the "Parties").

WHEREAS, CRC has requested, pursuant to Section 252(i) of the Act, that BA make available to CRC Interconnection, services and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and any amendments thereto that have been approved under applicable law) between Mid-Maine TelPlus and BA, dated as of September 29, 1999, for Maine, approved by the Maine Public Utilities Commission ("the Commission") under Section 252 of the Act, copies of which agreement and any subsequent amendments thereto that have been approved under applicable law being attached hereto as Appendix 1 (the "Separate Agreement"); and

WHEREAS, BA has undertaken to make such terms and conditions available to CRC hereby only because of, and to the extent required by, Section 252(i) of the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRC and BA hereby agree as follows:

1.0 Incorporation of Separate Agreement by Reference

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement, as it is in effect on the date hereof after giving effect to operation of law, are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in the Separate Agreement to Mid-Maine TelPlus, Inc or to Mid-Maine shall for purposes of this Agreement be deemed to refer to CRC.

1.3 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the later of the date (a) of the expiration of the initial term of the Separate Agreement (which, for the avoidance of any doubt, is September 23, 2002) or (b) the Separate Agreement is otherwise terminated or expires.

1.4 All references in the Separate Agreement to “800/888” shall be deleted in their entirety and replaced with the following: “800/888/877”.

1.5 All usage data to be provided pursuant to Sections 6.3.8 and 6.3.9 of the Separate Agreement shall be sent to the following address on behalf of CRC:

Mr. Jim Sanborn
CRC Communications of Maine, Inc.
15 Shaker Road,
Gray, ME 04039

1.6 All certificates or other proof of insurance to be sent to BA under Section 21.3 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services
Bell Atlantic – Telecom Industry Services
Room 1423
1095 Avenue of the Americas
New York, New York 10036

1.7 Notwithstanding Section 27.2 of the Separate Agreement and, in lieu of the performance reports set forth in Schedule 27.2, BA shall provide CRC with the Performance Monitoring Reports applicable to CRC in accordance with the requirements set forth in the Memorandum Opinion and Order adopted by the FCC on August 14, 1997.

1.8 All notices, affidavits, exemption-certificates or other communications to CRC under Section 29.6 of the Separate Agreement shall be sent to the following address:

Mr. Jim Sanborn
CRC Communications of Maine, Inc.
15 Shaker Road
Gray, ME 04039

1.9 All notices, affidavits, exemption-certificates or other communications to BA under Section 29.6 of the Separate Agreement shall be sent to the following address:

Tax Administration
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 3109
New York, New York 10036
Telephone: (212) 395-1280
Facsimile: (212) 597-2915

1.10 Notices to CRC under Section 29.12 of the Separate Agreement shall be sent to the following address:

Joseph G. Donahue, Esq.
Preti, Flaherty, Beliveau, Pachios & Haley, LLC
45 Memorial Circle,
Augusta, ME 04332-1058
Telephone: 207-623-5300
Facsimile: 207-623-2914

1.11 Notices to BA under Section 29.12 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services
Bell Atlantic Wholesale Markets
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with a copy to:

Bell Atlantic Network Services, Inc.
Attn: Jack H. White, Jr.,
Associate General Counsel
1320 N. Court House Road, 8th Floor
Arlington, Virginia 22201
Telephone: (703) 974-1368
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic - Maine
Attn: Don Boecke
General Counsel
185 Franklin Street, Room 1403
Boston, MA 02110
Phone: 617-743-5769

1.12 Exhibit E set forth at Appendix 2 hereto shall replace and supersede in its entirety Exhibit E of the Separate Agreement.

2.0 Clarifications

2.1 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to CRC hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to CRC.

2.2 The entry into, filing and performance by BA of this Agreement does not in any way constitute a waiver by BA of any of the rights and remedies it may have to seek review of any of the provisions of the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement in connection with CRC's election under Section 252(i) of the Act.

2.3 Notwithstanding any other provisions of this Agreement, BA shall have no obligation to perform under this Agreement until such time as CRC has obtained a Certificate of Public Convenience and Necessity ("CPCN") or such other Commission authorization as may be required by law as a condition for conducting business in the State of Maine as a local exchange carrier.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first set forth above.

CRC COMMUNICATIONS
OF MAINE, INC.

By:_____

Printed:_____

Title:_____

BELL ATLANTIC - MAINE

By:_____

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection Services
Policy & Planning

[appendix](#)